BILL NO. S-91-10-16

SPECIAL ORDINANCE NO. S-251-91

AN ORDINANCE approving Contract **FOR WATER MAINTENANCE BUILDING** between **SIMERMAN CONSTRUCTION CO., INC.**, and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract **FOR WATER MAINTENANCE BUILDING** by and between **SIMERMAN CONSTRUCJTION CO., INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> **the total construction work described in the specifications and drawings dated July 23, 1991, for the Water Maintenance building located in the 500 block of East Wallace Street, Fort Wayne, Indiana;**

involving a total cost of Three Hundred Seven Thousand Five Hundred Seventy-Five and no/100 Dollars ($307,575.00).

SECTION 2. Prior Approval has been requested from Common Council on **SEPTEMBER 10, 1991.** Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the day of in the year of
Nineteen Hundred and Ninety-One

BETWEEN the Owner:
(Name and address)
Board of Public Works & Safety
City of Fort Wayne
City-County Building
Fort Wayne, Indiana 46802

and the Contractor:
(Name and address)
Simerman Construction Co. Inc.
5720 Huguenard Road
Fort Wayne, Indiana 46818

The Project is:
(Name and location)
Water Maintenance Building

The Architect is:
(Name and address)
MSKTD & Associates, Inc.
1715 Magnavox Way
Fort Wayne, Indiana 46804

The Owner and Contractor agree as set forth below.

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ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Total construction of work described in the specifications and drawings dated July 23, 1991, for the Water Maintenance Building located in the 500 block of East Wallace Street, Fort Wayne, Indiana.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than 120 calendar days after final approval and plan release from state and local agencies.

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

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ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Three hundred seven thousand five hundred seventy-five and no/100 Dollars ($ 307,575.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Base Bid	$297,000.00
Alternate A-1	$ 4,175.00
Alternate A-2	$ 1,700.00
Alternate A-3	$ 4,700.00

4.3 Unit prices, if any, are as follows:

Engineered Fill	$13.20/cubic yard
Removal of Debris	$19.50/cubic yard

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ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the first (1st) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage shall be deposited into an escrow account in accordance with an escrow agreement to be executed by the contractor and owner.

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ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated July 23, 1991, and are as follows:

Document	Title	Pages
Refer to Supplementary Conditions - Table of Contents		See Attachment "A" (1 page)

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
Refer to Project Manual Table of Contents		See Attachment "B" (2 pages)

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9.1.5 The Drawings are as follows, and are dated July 23, 1991 unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
C0.1	Title Sheet and Survey	7/23/91
A2.1	Floor Plan and Details	7/23/91
A4.1	Elevations and Door Details	7/23/91
A5.1	Wall Sections	7/23/91
S2.1	Foundation Plan and Details	7/23/91
PM2.1	First Floor Mechanical Plan	7/23/91
E2.1	First Floor Electrical Plan	7/23/91

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
D-1	8/20/91	1 page

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

City of Fort Wayne

Paul Helmke, Mayor

ATTEST: Patricia J. Crick

BOARD OF PUBLIC WORKS & SAFETY

Charles E. Layton
Director of Public Works

Katherine A. Carrier, Member

Douglas M. Lehman
Director of Administration & Finance

CONTRACTOR: Simerman Construction Co. Inc.

Donald K. Bagley
Vice President

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SUPPLEMENTARY CONDITIONS

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Read the first time in full and on motion by Burns seconded by Edmonds, and duly adopted, read the second time title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held afte due legal notice, at the Council Conference Room 128, City-County Building Fort Wayne, Indiana, on _____, the _____, da of _____, 19____, at _____ o'clock ____.M.,E.S

DATED: 10-8-91.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns seconded by Edmonds, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 10-22-91.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (APPROPRIATION) (~~GENERAL~~) (SPECIAL) (~~ZONING~~ MAP) ORDINANCE ~~RESOLUTION~~ NO. S-251-91 on the 22nd day of October, 19 91.

ATTEST
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of October, 19 91 at the hour of 2:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of November 19 91, at the hour of 11:30 o'clock A.M.,E.S.T.

PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Water Maintenance Building

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for the Water Maintenance is for total construction of work described in the specifications and drawings dated July 23, 1991, for the Water Maintenance Building located in the 500 block of East Wallace Street, Fort Wayne, Indiana. Simerman Construction Co., Inc., is the contractor. **PRIOR APPROVAL RECEIVED 9/10/91.**

EFFECT OF PASSAGE: Construction of Water Maintenance Building.

EFFECT OF NON PASSAGE: Building not constructed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $307,575.00

ASSIGNED TO COMMITTEE: S-91-10-16

BILL NO. S-91-10-16

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
CHARLES B. REDD, VICE CHAIRMAN
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) X(RESOLUTION) approving Contract FOR WATER MAINTENANCE BUILDING between SIMERMAN CONSTRUCTION CO., INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
X			
X			
X			
X			

DATED: 10-22-91

Sandra E. Kennedy
City Clerk